

Lawrence Freenet

A Community Connection

February 4th, 2009

Diane Stoddard
Assistant City Manager
The City of Lawrence
6 E 6th St.
Lawrence, KS 66044

Re: Primary Internet Connection

Dear Diane,

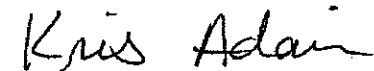
As we discussed at City Hall yesterday, the fiber-optic cable being installed at 23rd and Harper is a replacement for the company's 37 Mile microwave link to Downtown Kansas City. This link has begun to experience significant interference and has been at capacity for some time.

The fiber-optic cable will allow Freenet to connect to the Internet via a link between the Harper water tower and 1102 Grand Ave in Kansas City. The link is scalable and will act as the company's primary Internet connection for the foreseeable future.

Attached you will find Lawrence Freenet's attachment agreement with Westar as well as the company's order with Lightcore. We have given our landlord in Kansas City notice and are eager to get this link up and running by the 1st of April. To do this we will need to break ground no later than March 7th.

Once again we'd like to thank you for your assistance in this matter and let you know that we look forward to working with the city on this project.

Sincerely,



Kris Adair
Treasurer
The Lawrence Freenet Project



CenturyTel Service Order Form

CUSTOMER INFORMATION

Requested Due Date:	3/1/2009
Company Name:	Lawrence Freenet Inc.
Customer PON:	
Customer Contact Name:	Joshua Montgomery
Customer Contact Phone:	785-371-4214,8001
Customer Contact Fax:	785-331-2086
Customer Contact Email:	contact.lfn@lawrencefreenet.org

CENTURYTEL CONTACT INFORMATION

Account Executive:	Corey Humphreys
Sales Engineer:	Mark Flanagan
CenturyTel Provisioning Contact Name:	Lamon Bibbs
CenturyTel Provisioning Contact Number:	636-887-4760 (Lamon)
CenturyTel Provisioning Contact Fax:	800-604-6606
CenturyTel Provisioning Contact Email:	lamon.bibbs@lightcore.net

CENTURYTEL INTERNAL INFO

Date Order to LightCore Sales:	
Date Order to LightCore CO:	
LightCore Circuit ID:	
Circuit Due Date:	
Start Bill Date:	
SalesForce Opportunity ID:	6280

SERVICE INFORMATION

Order Type:	New	Service Type:	Type I - On Net	Product Type:	Ethernet	Circuit Protection:	Protected
Contract Term (months):	60	Quantity:	1	Circuit Type:	1G	Ethernet BW:	100

CUSTOMER PREMISE INFORMATION

A LOCATION				Z LOCATION			
Company Name: LightCore POP				Company Name: LightCore Collo @ 1102 Grand MMR			
Address: SW Corner of 23rd Street and Harper Street				Address: 1102 Grand St.			
Floor/Room:	CLL:	NPA/NXX:		Floor/Room:	MMR	CLL:	NPA/NXX:
City: Lawrence	State: KS	ZIP:		City: Kansas City	State: MO	ZIP:	
Circuit Handoff Type: 1G Ethernet Optical				Circuit Handoff Type: 1G Ethernet Optical			
Circuit Connection Type: Other				Circuit Connection Type:			
ALOC Technical Contact Name: Community Wireless				ZLOC Technical Contact Name: LightCore Tech On Duty			
ALOC Technical Contact Phone: 785-840-6155				ZLOC Technical Contact Phone: 800-604-6644			
Circuit Count: 1		Total Charges:		On-Net MRC per Circuit:	\$ 1,145.00	On-Net NRC per Circuit:	\$ -
				Off-Net MRC per Circuit:	\$ -	Off-Net NRC per Circuit:	\$ -
				Total Monthly Recurring:	\$ 1,145.00	Total Non-Recurring:	\$ -

REMARKS

Please install 1 Gig E circuit with Gig E handoffs and 100 Megs of bandwidth from a fiber meet point in Lawrence to 1102 Grand 6th Floor MMR in Kansas City where LightCore will release LOA/CFA to Lawrence Freenet. Lawrence Freenet is building to the Lightcore splice point at the intersection of East 23rd Street and Harper Street in Lawrence. Two fibers will be spliced for the fiber meet. Due to the distance between equipment in Lawrence, the GigE handoff will be with 1550nm long reach interfaces. Lawrence Freenet will have the ability to upgrade the bandwidth at any time on this circuit for these speeds and prices: 200 Meg \$1648 MRC and \$0 NRC; 300 Meg \$2188 MRC and \$0 NRC; 400 Meg \$2650 MRC and \$0 NRC. With any upgrade the term will be reset to an additional 60 month term at the time the order is placed.



CenturyTel Service Order Form

BILLING INFORMATION

Billing Contact Name: Accounts Payable	Billing Contact Phone: 785-371-4214	Billing Contact Email: contact.lfn@lawrencefreenet.org
Billing Address: PO BOX 3532	Billing Contact Fax: 785-331-2086	Customer BAN: New BAN
City: Lawrence	State: KS	ZIP: 66046

TERMS AND CONDITIONS

Applicable MSA (Contract):

No MSA, Standard Terms and Conditions apply. See attached Standard Term & Conditions.

*This application for service is placed under the terms and conditions of the previously negotiated MSA between the Customer and CenturyTel. Standard Terms and Conditions apply for non-MSA orders.

*This does not include inside wiring charges, if any.

*This does not include taxes or applicable regulatory fees, if any.

CUSTOMER:

CENTURYTEL FIBER COMPANY II, LLC
DBA CENTURYTEL:

Kris Adair
SIGNATURE OF AUTHORIZED REPRESENTATIVE

Kris Adair
PRINTED NAME

Treasurer
TITLE

2-2-09
DATE

SEE ATTACHED
SIGNATURE OF AUTHORIZED REPRESENTATIVE

Steve Hartman
PRINTED NAME

Vice President Carrier Sales
TITLE

DATE 1/20/2009



CenturyTel Wholesale Order Tech Specs

This document provides a brief order scope and technical details for Provisioning.

ORDER SUMMARY

CUSTOMER:

SALES ENGINEER:

ACCOUNT EXEC:

SALESFORCE:

PRODUCT TYPE:

BANDWIDTH:

PROTECTION:

MUXING:

A LOCATION SUMMARY

Please provide a brief summary of activity needed at the A Location, i.e. "Installing card into existing chassis", "Constructing new entrance into premise", "Ordering off-net loop between POP and premise", etc.
 Lightcore constructing into the SpringNet data center in Springfield Underground and installing new FW-4500. Lightcore to provide tie-down to Qwest.

A LOCATION DETAIL

ALOC TYPE:

ALOC ASSIGNMENT:

OFF-NET:

ALOC CIRCUIT TYPE:

ALOC HANDOFF:

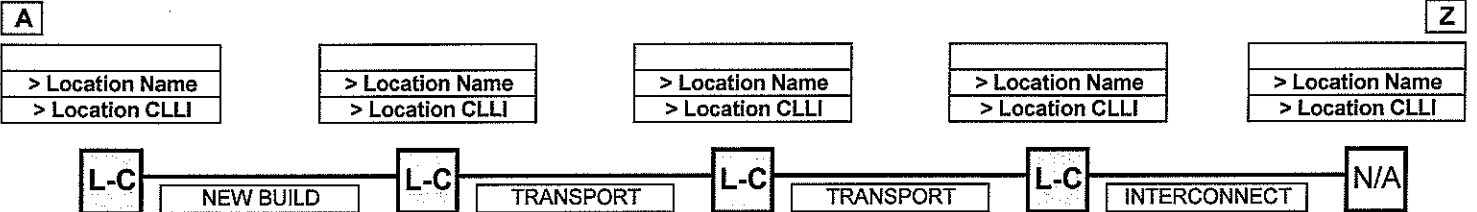
ALOC CONNECTOR:

NETWORK SUMMARY

Please provide a brief summary of any activity needed on the network, i.e. "Overbuild required between ___ & ___", "Dependent upon ROADM III turn-up", "New interconnect needed between Lightcore and Solutions", etc.

CIRCUIT LAYOUT

Select location and facility types. Enter Location Name and 8 byte CLLI. Select "L-C" in the boxes where Lightcore is responsible for service.



Z LOCATION SUMMARY

Please provide a brief summary of activity needed at the Z Location, i.e. "Installing card into existing chassis", "Constructing new entrance into premise", "Ordering off-net loop between POP and premise", etc.

Lightcore to provision on STS 145 through 192 of the existing Qwest interconnect at 1401 Charlotte.

Z LOCATION DETAIL

ZLOC TYPE:

ZLOC ASSIGNMENT:

OFF-NET:

ZLOC CIRCUIT TYPE:

ZLOC HANDOFF:

ZLOC CONNECTOR:

DATE:



January 23, 2006

Lawrence Freenet
Adam Mansfield
PO Box 3532
Lawrence, KS. 66046

Re: Pole Attachment Agreement

Dear Mr. Mansfield

Enclosed is a fully-executed copy of your Pole Attachment Agreement with Westar Energy, Inc. for your files.

Thank you for your attention to this matter. If you have any questions, or if we can be of any assistance through our office, please feel free to contact Gregg Noland at (785) 575-8165 or myself at (785) 575-6098.

Sincerely,

Brenda Strobel
Technician III
Technical Services

**POLE ATTACHMENT AGREEMENT
BETWEEN
WESTAR ENERGY, INC. AND
LAWRENCE FREENET**

THIS AGREEMENT, made this 8th day of December, 2005 by and between WESTAR ENERGY, INC., a Kansas corporation (hereinafter referred to as "COMPANY") and LAWRENCE FREENET, a KANSAS corporation (hereinafter referred to as "ATTACHEE").

WITNESSETH:

WHEREAS, COMPANY is an electric public utility under the laws of the State of Kansas, owns and operates an overhead electric transmission and distribution system in Kansas, and is willing, subject to all of the terms and conditions hereinafter set forth, to grant nonexclusive licenses to ATTACHEE to attach Equipment to certain COMPANY poles located at the locations identified in **Exhibit A** attached hereto.

WHEREAS, ATTACHEE is duly authorized to provide all lawful communication services and to use and occupy the streets, alleys, and other public places for such purposes in the areas identified in **Exhibit A**, and ATTACHEE has attachments and is maintaining those attachments, and desires to make new attachments and to maintain portions of its Equipment upon certain COMPANY poles, and to obtain certain rights which may necessitate relocation of COMPANY equipment attached to Joint User poles within said area.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1

Definitions

1. **Definition and Scope of Agreement** As used in this Agreement, the following terms shall have the meanings indicated:

1.1. **"Joint User"** means any public utility, governmental body or other entity that owns utility poles and contractually shares the use of those poles with COMPANY in return for having the right to share with COMPANY the use of its poles.

1.2. **"Other User"** means any person, firm, corporation or other entity, other than COMPANY or a Joint User or ATTACHEE, which has one or more items of property legally attached to a utility pole owned by COMPANY.

1.3. **"Equipment"** means cables, wires, supporting strand, service drop wires, tapoffs, line amplifiers including associated power supply equipment, and other similar items of property which may be attached to a utility pole and used to operate ATTACHEE'S communication system. When used to refer to COMPANY or Joint User property, "equipment" means any or all items of property which an electric or telephone or cable utility may attach to utility poles in rendering public service.

2.10 Ownership. Upon completion of the transfer of all Attachments from the old pole, COMPANY shall continue to own the old pole and shall be responsible for its removal and the restoration of the old pole site.

2.11 Warranty. COMPANY warrants that all transfers performed by COMPANY under this Agreement shall conform to applicable state and municipal codes and standards, the lawful rulings of governmental authorities, ATTACHEE specifications provided to COMPANY in advance, and COMPANY specifications to the extent consistent with such ATTACHEE specifications. However, COMPANY shall not be bound by any ATTACHEE specifications that have not been provided to COMPANY in advance. THIS WARRANTY SHALL BE ATTACHEE'S SOLE WARRANTY WITH RESPECT TO WORK PERFORMED UNDER THIS SECTION 2, AND COMPANY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2.12 Specifications. ATTACHEE, at ATTACHEE'S cost and expense, shall make any attachment of its Equipment, and maintain and replace the same, in accordance with (a) such requirements and specifications, set forth in **Exhibits B and C** attached hereto, and as amended by COMPANY from time to time in its sole discretion and provided to ATTACHEE in advance, (b) the requirements and specifications in the current and/or most recently KCC-adopted edition of the National Electrical Safety Code (NESC), and any amendments or revisions thereto, (c) the requirements and specifications of the current Occupational Safety and Health Administration (OSHA) standards applicable to electric power generation, transmission, and distribution installations, including related equipment for the purpose of communication or metering, which are accessible only to qualified employees, and (d) any rules or orders now in effect or that hereafter may be issued by any other authority having jurisdiction. As stated herein, ATTACHEE's workers must be "qualified employees (qualified persons)" as that term is defined in the NESC and under OSHA at 29 CFR 1910.269. Relevant provisions of the OSHA definition are set out in **Attachment 1** and incorporated by reference herein.

ARTICLE 3

3.1 Applications for License to Attach. At such time as ATTACHEE desires to make any attachments of its Equipment, other than Service Drops, to any COMPANY pole, ATTACHEE shall make written application therefor to COMPANY on an application and license form with attached map. Applications for Attachments must be presented to COMPANY prior to ATTACHEE making desired Attachments. ATTACHEE may make preliminary Attachments to COMPANY'S poles after presentation of application to COMPANY. If ATTACHEE wishes to make preliminary Attachments to COMPANY'S poles, ATTACHEE must verify that preliminary Attachments meet NESC and COMPANY clearance requirements, and that the clearance requirements were verified by COMPANY approved ATTACHEE personnel or contractor. COMPANY shall approve or disapprove each application in writing within forty-five (45) days after receipt thereof. COMPANY agrees that ATTACHEE shall have the right to perform NESC and COMPANY code compliance engineering work, limited to clearance and load-bearing capacity, using COMPANY approved ATTACHEE personnel or contractors, to determine whether adequate clearance and load-bearing capacity is available. ATTACHEE will include the results of this engineering work with the application. If ATTACHEE does not include the results of this engineering work with the application, COMPANY will initiate such engineer-

ing work, and ATTACHEE shall pay COMPANY'S reasonable cost to determine if adequate clearance and load-bearing capacity are available for ATTACHEE. This engineering inspection fee shall be due within thirty (30) days after return of the application and license form pursuant to Article 3.3 below and is in addition to any make ready costs identified in Article 3.3.2 below. ATTACHEE shall be responsible for installing its Equipment on COMPANY'S poles, and altering or relocating equipment belonging to any Joint User, in accordance with Article 2.12. COMPANY may perform a post-installation inspection for each Attachment made by ATTACHEE. If such post-installation inspections are performed, ATTACHEE shall pay COMPANY'S reasonable cost for the post-installation inspection. If COMPANY elects to not perform any inspection pursuant to this Article 3.1, such non-inspection shall not be grounds for any liability being imposed on COMPANY.

3.2 Removal of Attachments. ATTACHEE shall have the right to remove any of its Attachments at any time and prior to such removal it shall give written notice thereof to COMPANY on such form and map as COMPANY shall provide for said purpose. COMPANY shall acknowledge receipt of such notice of removal by signing and returning a copy thereof to ATTACHEE.

3.3 Necessity for Alteration or Relocation.

3.3.1 No Alteration Required. If COMPANY determines that any Attachment space so requested is suitable and available without necessity for altering or relocating any of COMPANY'S or any existing Joint or Other User's property or equipment, COMPANY shall approve and return the application and license form to ATTACHEE showing the estimated make ready cost to be zero. If preliminary Attachments have been made, ATTACHEE will be permitted to leave those Attachments in place. If preliminary Attachments were not made, ATTACHEE shall have the right to make said Attachment, in accordance with the specifications set forth in Article 2.12, on or after receipt of such approved application and license form.

3.3.2 Alteration Required. If COMPANY determines to make available any permanent Attachment space so requested, but that alteration or relocation of COMPANY'S equipment or replacement of one or more of COMPANY'S poles will be necessary to provide the Attachment space requested, COMPANY shall return to ATTACHEE, in the timeframe required by applicable law, duplicate copies of the application and license form 516-4 showing the estimated cost of the necessary alteration, relocation, replacement, or make-ready work. If ATTACHEE thereafter determines to make said permanent Attachment, a copy of the application and license form shall be approved by ATTACHEE and returned to COMPANY, and ATTACHEE shall reimburse COMPANY for said cost upon notice from COMPANY of completion of such work. If equipment of any Joint or Other Users is attached to any COMPANY pole to which ATTACHEE is authorized by COMPANY to make any permanent Attachment, COMPANY shall notify said Joint or Other Users of ATTACHEE'S authority to make said Attachment. ATTACHEE shall reimburse said Joint or Other Users for the cost, if any, of altering or relocating said Joint or Other User's equipment or transferring same to a new pole. ATTACHEE shall have the right to make said permanent Attachment only after payment of all of such costs. All costs assessed to ATTACHEE shall be in accordance with Article 2.3 and 2.4. COMPANY can, at its discretion, notify ATTACHEE that a deposit equal to the amount of the estimate will be required. If ATTACHEE determines to not make some or all of said preliminary Attachments permanent, ATTACHEE shall remove all preliminary Attachments that will not become permanent pursuant to said application within 10 working days from the

not become permanent pursuant to said application within 10 working days from the date the application and license form 516-4 were returned to ATTACHEE.

3.4 Overlashing. ATTACHEE shall not be required to submit or obtain an approved application to overlash existing Attachments. ATTACHEE shall not materially change the position of any said attached Equipment or make any replacement thereof of substantially different size or character such as increasing physical size or weight of Attachments, without first notifying COMPANY in writing and providing a load study for such additions reflecting compliance with applicable codes, except in cases of emergency upon oral permission from COMPANY subsequently confirmed in writing.

3.5 Service Masts. ONLY power service-drop conductors shall be permitted to be attached to a service mast.

3.6 Company Equipment. ATTACHEE shall not remove, alter or disturb any equipment owned by COMPANY.

3.7 Facility Crossings. In the event COMPANY determines that rearrangement of its equipment or that of any Joint or Other User on any of COMPANY'S poles, or replacement or relocation of any COMPANY pole, is necessary to provide adequate separation from wires, cables or other Equipment of ATTACHEE attached to other poles crossing beneath COMPANY poles, ATTACHEE shall pay a proportionate share of the cost of all such work in the manner and to the extent set forth in Articles 2.3 and 2.4.

3.8 Concurrent Applications. In the event that COMPANY receives applications for an Attachment license to the same COMPANY pole from two or more applicants, one of whom is ATTACHEE, before COMPANY has completed the licensing of any one such applicant, all of COMPANY'S costs for rearrangement or replacement of its poles or COMPANY'S equipment or equipment of Other Users to provide the requested Attachment space for those applicants who are granted a license, shall be prorated between such successful applicants. ATTACHEE shall be bound by COMPANY'S determination as to any such proration of costs to ATTACHEE, so long as said determination is reasonable and does not discriminate against ATTACHEE, and is consistent with applicable law. However, such additional applications shall not delay the processing of ATTACHEE'S application or the granting of approval of ATTACHEE'S applications.

ARTICLE 4

4. Installation and Maintenance of Attachments and Poles

4.1 Attach in Communications Space. The exact location of any ATTACHEE Attachment hereunder shall be within the communication space of the COMPANY pole, shall be subject to the prior rights of Joint Users and Other Users, shall be subject to the approval of COMPANY which will not be unreasonably withheld, and shall conform to the specifications under Article 2.12 hereof.

4.2 Modification of Company Equipment to Sustain Unbalanced Load. ATTACHEE shall, or COMPANY will at ATTACHEE'S expense, install and maintain any modification to COMPANY'S equipment as may be necessary, including but not limited to guy

wires and anchors, to sustain any unbalanced load per **Exhibit B** of any ATTACHEE Attachment hereunder. Guying for ATTACHEE'S Equipment shall have safety factors as required by the National Electrical Safety Code. ATTACHEE'S cables or other Equipment shall be installed on the same side of a pole as any of COMPANY'S low voltage supply conductors thereon. In the event a pole is used by any Joint or Other User, ATTACHEE'S Equipment shall be on the same side of the pole as said Joint or Other User's low voltage or communications lines. ATTACHEE shall not use COMPANY anchors.

4.3 Climbing Space. ATTACHEE'S Attachments shall be made in a manner to provide adequate climbing space for workmen of COMPANY, ATTACHEE and Joint or Other Users in accordance with the applicable codes.

4.4 Relocation or Transfer. Upon written notice from COMPANY, for reasonable cause, ATTACHEE shall remove, relocate or replace its Equipment located on COMPANY'S poles, or transfer the same to other poles, or perform any other work in connection with said Equipment that may be requested by COMPANY, at ATTACHEE'S sole risk and expense. Notwithstanding the foregoing, if such transfer or rearrangement is necessitated by the needs of Other Users or prospective users, ATTACHEE shall not be required to incur or pay any costs in connection with the transfer or rearrangement of its Equipment. In cases of emergency affecting or threatening to affect the operation of COMPANY'S lines and equipment, ATTACHEE shall respond forthwith at any hour of the day or night at the request of COMPANY to make necessary repairs or relocation of ATTACHEE'S Equipment, utilizing competent personnel and adequate work equipment. In lieu of requesting ATTACHEE to relocate its Equipment to a new pole, COMPANY may, in its sole discretion, in accordance with the procedures and charges set forth in Articles 2.6 and 2.8, transfer ATTACHEE'S Equipment from the existing attached pole to the new replaced pole of COMPANY.

4.5 COMPANY Operating Rights. COMPANY reserves the right to install, maintain and remove its poles and to operate its own equipment thereon in such manner as will best enable COMPANY to fulfill its public service requirements, using reasonable care. COMPANY shall not be liable to ATTACHEE for any interruption to the service of ATTACHEE or for interference with the operation of or damage to ATTACHEE'S property arising in any manner whatsoever by reason of the exercise by COMPANY of such rights, provided, however, COMPANY shall be liable to ATTACHEE for damage to ATTACHEE'S property to the extent caused by the negligence or willful misconduct of COMPANY or its agents arising from COMPANY'S installation or maintenance operations.

4.6 Equipment Condition. ATTACHEE shall maintain all of its Equipment attached hereunder in safe, orderly condition and in good repair. Any costs incurred by COMPANY to remedy unsafe, disorderly, or poor repair conditions caused by ATTACHEE'S Equipment shall be reimbursed by ATTACHEE to COMPANY, provided, however, the COMPANY has given ATTACHEE reasonable notice and an opportunity to remedy such condition caused by its Equipment and the ATTACHEE has failed or refused to remedy the situation in a reasonable time period, after receiving notice of such condition.

4.7 Tree Trimming. All tree trimming required on account of ATTACHEE'S Equipment Attachments shall be done by ATTACHEE at its expense and in a manner satisfactory to COMPANY.

shall also be named as an additional insured in each of such policies if they so request. ATTACHEE shall submit to COMPANY certificates of such insurance from each such company in form reasonably satisfactory to COMPANY. ATTACHEE shall obtain an agreement from such insurers that they will not cancel or make any change to said policy of insurance that would adversely affect coverage available to COMPANY except after thirty (30) days notice in writing to COMPANY. ATTACHEE shall submit to COMPANY any such policies of insurance for COMPANY'S approval on request, which approval will not be unreasonably withheld. ATTACHEE and COMPANY shall promptly notify the other party in writing of all claims of the type described in this Article 8 unless same are clearly not applicable to operations under this Agreement. Copies of all accident or other reports made to any insurer by ATTACHEE or COMPANY shall be furnished to the other party, unless same are clearly not applicable to operations under this Agreement.

8.4 Damage. Each party shall exercise reasonable care to avoid damage to facilities of the other and of Joint or Other Users, and each party hereby assumes all responsibility for any and all loss arising from such damage caused only by sole negligence of that party. Each party shall make an immediate report to the other party of the occurrence of any such damage and shall reimburse the other party for its reasonable costs to repair such damage. Nothing in this section shall be deemed to limit any party's liability and obligations under the indemnification and insurance provisions of section 8 of this Agreement.

ARTICLE 9

9. Other Provisions. The following provisions shall apply generally to the terms of this Agreement.

9.1 Assignment. ATTACHEE shall not assign, transfer, or sublet this Agreement, or any of its rights or licenses hereunder without the prior written consent of COMPANY and assignee's compliance prior to assignment with the requirements set forth in Articles 5 and 8. Such written consent shall not be unreasonably withheld. Such written consent shall not be required, however, when the Agreement is transferred or assigned to a company, and/or merged with a company, and such Assignee company and ATTACHEE are under the common control of the same parent corporation. In such case, ATTACHEE shall notify COMPANY within 60 days of the effective date of the transfer, assignment, and/or merger. ATTACHEE shall also notify COMPANY in writing of any merger, sale of assets or other reorganization that transfers control of ATTACHEE to other persons, firms or corporations. If ATTACHEE assigns a portion of the assets located within the area identified in **Exhibit A**, then assignee shall be required to execute a new pole attachment agreement for the poles assigned to assignee, unless and except when the assets are transferred or assigned to a company, and/or merged with a company, and such assignee company and ATTACHEE are under common control of the same parent organization. Until such new agreement is executed, ATTACHEE shall remain liable for all costs and charges associated with the assets assigned. Occupancy fees paid by ATTACHEE prior to the date a new agreement is executed with assignee, shall carry over to the benefit of assignee upon the execution of a new agreement between COMPANY and assignee.

9.2 Bankruptcy. If ATTACHEE shall make an assignment for the benefit of creditors or shall be declared bankrupt by any court of competent jurisdiction or shall be in fact insolvent, COMPANY shall have the right to terminate this Agreement upon thirty (30) days notice in writing.

ATTACHMENT 1

“QUALIFIED EMPLOYEE (QUALIFIED PERSON)” UNDER OSHA**Regulations (Standards - 29 CFR)****Electric Power Generation, Transmission, and Distribution. - 1910.269**

1910.269(x) Definitions

“Qualified employee (qualified person).” One knowledgeable in the construction and operation of the electric power generation, transmission, and distribution equipment involved, along with the associated hazards.

Note 1: An employee must have the training required by paragraph (a)(2)(ii) of this section (below) in order to be considered a qualified employee.

- 1910.269(a)(2)(ii) Qualified employees shall also be trained and competent in:
- (A) The skills and techniques necessary to distinguish exposed live parts from other parts of electric equipment,
 - (B) The skills and techniques necessary to determine the nominal voltage of exposed live parts,
 - (C) The minimum approach distances specified in this section corresponding to the voltages to which the qualified employee will be exposed, and
 - (D) The proper use of the special precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools for working on or near exposed energized parts of electric equipment.

Note: For the purposes of this section, a person must have this training in order to be considered a qualified person.

Note 2: Except under paragraph (g)(2)(v) of this section (set out below), an employee who is undergoing on-the-job training and who, in the course of such training, has demonstrated an ability to perform duties safely at his or her level of training and who is under the direct supervision of a qualified person is considered to be a qualified person for the performance of those duties.

1910.269(g)(2)(v) Fall arrest equipment, work positioning equipment, or travel restricting equipment shall be used by employees working at elevated locations more than 4 feet (1.2 m) above the ground on poles, towers, or similar structures if other fall protection has not been provided. Fall protection equipment is not required to be used by a qualified employee climbing or changing location on poles, towers, or similar structures, unless conditions, such as, but not limited to, ice, high winds, the design of the structure (for example, no provision for holding on with hands), or the presence of contaminants on the structure, could cause the employee to lose his or her grip or footing.

Note 1: This paragraph applies to structures that support overhead electric power generation, transmission, and distribution lines and equipment. It does not apply to portions of buildings, such as loading docks, to electric equipment, such as transformers and capacitors, nor to aerial lifts. Requirements for fall protection associated with walking and working surfaces are contained in Subpart D of this Part; requirements for fall protection associated with aerial lifts are contained in 1910.67 of this Part.

Note 2: Employees undergoing training are not considered “qualified employees” for the purposes of this provision. Unqualified employees (including trainees) are required to use fall protection any time they are more than 4 feet (1.2 m) above the ground.

EXHIBIT A

APPROVED AREAS FOR ATTACHMENT

LAWRENCE

EXHIBIT B-1 through B-8

POLE ATTACHMENT REQUIREMENTS AND SPECIFICATIONS

B-1 Climbing Space

B-2 Clearance Above Ground

B-3 Guy and Anchor Requirements

B-4 Attachments to Pole Mounted Power Equipment

B-5 Overhead Service to Joint Users/Other Users with Attachment Agreements

B-6 Cable Mounted and Electric Light Bracket On Pole

B-7 Service Standard 63.0 Rev .3 or Later / Line Construction Standard 15-020.0 Rev .0 or Later

B-8 National Electrical Safety Code, Table 232-1, “Vertical Clearance of Wires, Conductors and Cables Above Ground, Roadway, Rail or Water Surfaces

EXHIBIT C

POLE ATTACHMENT SPECIFICATIONS:

Cable Suspension Clamp Three-Bolt